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FILED

NOV 18 2014

UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA

8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA

11 In Re:

12 KINGSWAY CAPITAL PARTNERS,
13 LLC,

14 Debtor.

Case No.: 14-31532 HLB 11

**DECLARATION OF MARIA SOSA IN
SUPPORT OF MOTION FOR RELIEF
FROM AUTOMATIC STAY**

Date of Hearing: December 8, 2014

Time: 2:00 p.m.

Location: 235 Pine St., 23rd Fl.
San Francisco, CA

18 I, Maria Sosa, declare:

19 1. I am the sole owner of the commercial real property located at 2148 University
20 Avenue, East Palo Alto, California (hereinafter the "Commercial Property") and the plaintiff in an
21 unlawful detainer against Debtor, presently pending in San Mateo County Superior Court.

22 2. I have personal knowledge of the facts stated herein, and, if called upon to testify
23 thereto, I could and would competently do so.

24 3. On January 16, 2013, I entered into a five (5) year lease agreement (hereinafter the
25 "Lease") with Nathaniel Basola Sobayo, dba Kingsway Capital Partners, LLC (hereinafter
26 "Debtor") wherein Debtor agreed to occupy my Commercial Property in exchange for monthly
27 rent payment of \$1,750.00. The terms of the Lease required that each monthly rent payment be
28

1 made on the sixteenth day of each month. Debtor does not have any ownership interest in the
2 Commercial Property.

3 3. Debtor failed to make a rent payment on May 16, 2014 and on July 1, 2014, I
4 served Debtor with a 3 Day Notice to Pay Rent or Vacate. Attached hereto as Exhibit A is a true
5 and correct copy of the 3 Day Notice to Pay Rent or Vacate. After receiving the notice, Debtor
6 refused to make a rent payment and refused to vacate the premises.

7 4. On July 8, 2014, I filed an unlawful detainer action against Debtor. Three days
8 later, on July 11, 2014, Debtor filed a demurrer to my complaint.

9 5. My attorney, Steve Leydiker, filed an objection to the demurrer on July 31, 2014.
10 A hearing on the demurrer was scheduled for August 15, 2014. On August 13, 2014, just two
11 days before the scheduled hearing, Debtor removed the case to federal court.

12 9. On September 10, 2014, the case was sent back to San Mateo County Superior
13 Court and the stay was lifted.


14 10. Debtor's demurrer was overruled on October 27, 2014 and he was ordered to file
15 and answer no later than November 3, 2014. Instead, Debtor filed for bankruptcy.

16 11. I am in the process of selling my commercial property. It is currently in escrow
17 pending sale. Escrow was opened in April 2014 and would have closed by now. Unfortunately,
18 escrow cannot close until there is final disposition in the unlawful detainer action. I am informed
19 and believe that the sale of the commercial property will fall through if there are any more delays.

20 12. Debtor refuses to vacate the premises and is doing everything possible to delay his
21 eviction while attempting to sabotage the sale of the Commercial Property. While I'm forced to
22 pay insurance and property taxes on the Commercial Property, Debtor gets to occupy it rent free.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Date: November 18, 2014

26 
27 MARIA SOSA

Ex A

3-DAY NOTICE TO PAY RENT OR VACATE

TO: NATHANIEL BASOLA SOBAYO, dba: KINGSWAY CAPITAL PARTNERS, LLC

AND TO ALL OTHER PERSONS WHO CLAIM A RIGHT TO POSSESS THE PROPERTY

AT: 2148 UNIVERISY AVENUE
EAST PALO ALTO, CA 94303

Please take notice that the rent on these premises occupied by you, in the amount of \$3,500.00 for the period from 05/16/14 through 07/15/14 is now due and payable.

YOU ARE HEREBY REQUIRED to pay this amount within THREE (3) days from the date of service on you of this notice or to vacate and surrender possession of the premises. In the event you fail to do so, legal proceedings will be instituted against you to recover possession of the premises, declare the forfeiture of the rental agreement or lease under which you occupy the premises, and recover rents, damages and costs of suit together with reasonable attorney's fees where allowed pursuant to contract, statute or law.

RENT IS TO BE PAID TO:

☐ the undersigned

☒ the following person:

MARIA SOSA

AT THE FOLLOWING ADDRESS:

2154 A UNIVERSITY AVENUE
EAST PALO ALTO, CA 94303

TELEPHONE:

(408) 661-9984

IN THE FOLLOWING MANNER:

☐ In person. Usual hours and days for rent collection are: [] AM to [] PM
[] Mon. [] Tuesday [] Wednesday [] Thursday [] Friday [] Saturday [] Sunday

☒ by mail to the person and address above.

☐ by deposit to account _____ at _____, a
financial institution located within 5 miles of your rental property.

☐ by electronic funds transfer procedure previously established.

Date: JULY 1, 2014

Signature: _____

Maria Sosa